

and the results have certainly not been satisfactory. It is very easy to underbid trade in any given department of business, but it is very difficult indeed to make the operation a permanent success. The truth is that the longer the Chinese companies persist in their present attitude of hostility against all the old-established markets, and in their policy of "cutting" down them to live. Business will be the present, the more impossible will it be in the other great Chinese ports, which are always pretty brisk; but the Chinese companies ought to remember that from time immemorial there has been considerable scarcity of money in these ports. Some time ago we heard that foreigners in Shanghai were cutting down their expenses to the lowest degree of retrenchment. Some of them have turned to living in Chinese houses with their Chinese wives in order to save themselves the trouble of housekeeping, so that they may be able to live frugally for about \$20 a month. The natives feel the depression of trade very severely. A merchant in Shanghai says that he had to buy, some time ago, an article for \$8 for which he had two days previously offered \$10. The vendor then declared that he would not take less than \$12, and the same gentleman purchased goods from a furniture dealer for \$80 one day, which he was asked \$100 for a week previously. Houses are to be let in all directions; and altogether the state of business is bad. If this be the condition of affairs in Shanghai, which is the principal commercial port of China, it is quite obvious that the state of affairs in the other ports must be even more deplorable. The state of business in the last resort depend. The experience of the Chinese companies have been so unpleasant that the question has, we imagine, been set at rest for ever. This much, however, is quite clear, that something of the difficulty in which the Chinese companies find themselves involved is due to an over-zealous haste on their part to secure business which is done far better here. In the insurance world, as in every other, the policy of cutting down rates is a policy which, sooner or later, brings its own punishment upon those who resort to it. We are not surprised that in the case of the Yangtze, and that one of the shareholders dwell upon a recent failure of a large firm of marine brokers in Glasgow, as showing the very unsound state of marine insurance at home. He said that possibly it might be better to wind up the affairs of their companies at once, instead of accepting risks at ruinous rates. The difficulty is that the liabilities incurred by the companies at home and abroad are of such a character that it is almost impossible for either of them to stop. It is quite true that some effort was made to induce both parties to the struggle to see that in marine insurance, there is a golden mean, which ought to be observed, and it is not observed the breach of that observance will bring with it its own punishment. It is not very long ago that the China companies were supposed to be making fortunes for their shareholders. It is quite clear now that they have been doing nothing of the kind.

THE "NORDEN" v. "ESPOIR" CASE.

Judgment in this collision case, on appeal to the Judicial Committee of the Privy Council, was given on the 21st ult., there being present Lord Macnaghten, Sir James Hannen, Sir James Macpherson, and Sir Richard Couch.

This was an appeal from a judgment of Sir George Phillimore, Judge of the Vice-Admiralty Court of Hongkong, Feb. 3rd, 1887, in cross suits instituted by the owner of the steamship Norden (the appellant) and Lieutenant Adams, R.N., commanding Her Majesty's ship Espoir, respectively, to recover damages for collision which occurred between those vessels on the evening of Nov. 3rd, 1886, in the Canton river. The learned Judge, who was assisted by Capt. Thomsett, R.N., as assessor, pronounced the Norden alone to be at fault for the collision and directed accordingly.

Sir Walter Phillimore, Q.C., and Mr. H. Stokes were counsel for the appellant; Sir J. P. Deane, Q.C., Mr. Staveley Hill, Q.C., and Mr. A. T. Lawrence for the respondent.

Sir James Hannen, in delivering their Lordships' judgment, said the Danish steamship Norden was on Nov. 3, 1886, on a voyage down the Canton river. It was alleged on her behalf, that about six p.m. she was seven or eight miles above Tiger Island, well over her starboard side of the channel, going about nine-and-a-half knots, steering N.E. by E. by compass. At about half-past six o'clock the masthead light of a steamer, which turned out to be Her Majesty's ship Espoir, was sighted nearly right ahead about a quarter or half a point on the port-bow, about three miles distant. A few minutes later the red light of the Espoir came in sight about one-and-a-half point on the port-bow. On that red light being seen the course of the Norden was altered about one-and-a-half point to starboard to give the Espoir a wider berth, and the Norden was shortly after steadily approached to about 500 yards, the Espoir suddenly starboarded her helm and bore down as, if to cross the Norden's bows. A collision then being inevitable, the helm of the Norden was put hard a-port to lessen the shock. The Espoir came on, apparently without slackening speed, and struck the port bow of the Norden. The collision took place about 400 yards east of Bute Rock, to the north-east of the fort on Tiger Island. For the Espoir, a gunboat in Her Majesty's service of 450 tons, it was alleged that she was steaming up the Canton river at the rate of seven and a half to eight knots, on a course N. by W. When a little to the north-east of Tiger Island, at about 6.20, a white light, and subsequently a green light, were seen about half a point on the starboard bow of the Espoir, about four miles off. As the steamer, which proved to be the Norden, continued to show her green light, the Espoir was kept steadily on her course. When the Norden bore about two points on the starboard bow of the Espoir, and was apparently 500 yards off, the helm of the latter was starboarded to give the Espoir a wider berth, when she suddenly came in collision with the Norden, the engines of the Espoir were immediately reversed full speed and her helm put hard a-port. The Norden did not appear to slacken her speed, and the Espoir struck the Norden on her port bow. The collision took place about a mile and a half N. by W. of the fort on Tiger Island. The first question which arose upon those remarkably conflicting statements was as to the place of collision. The Lordships were of opinion that the evidence for the Espoir was more to be relied on than that for the Norden, and that the place of collision more nearly corresponded with that given by the Espoir than that given by the Norden. It resulted from that that the Espoir would, when off Tiger Island, as stated by her witnesses, have the white and green lights of the Norden on her starboard bow. But it was contended on behalf of the Norden that the Espoir was in the wrong by being off the port side of the channel when she sighted the Norden, and that she had infringed the 31st rule of the Regulations for Preventing Collisions at Sea. It was to be observed, however, that the rule was not absolute, it was only to be followed when safe and practicable, and their Lordships

were advised by their assessors that at night, with shallow water on the starboard side of the channel, without other guide than that afforded by Tiger Island, it was prudent and proper navigation for the Espoir to make for that island to take a departure. Concurring, therefore, with the Judge in the Court below in the opinion that the vessels were approaching one another green to green, their Lordships considered that the Norden brought about the collision by improperly porting when in that position, but their Lordships thought that the Espoir was also to blame for not having stopped earlier than she did. Lieut. Adams stated that when the vessels were two miles apart he said, "Keep a good look-out for her red light, because if I see it I shall have to port." That showed that he was aware of the probability of a vessel coming down the river porting to come on to her starboard side of the river. He kept watching the lights of the Norden, and thinking the vessels were on parallel courses he naturally expected the lights of the approaching steamer to broaden but when 500 yards off he observed that they did not broaden, and upon this he starboarded. Their Lordships were advised by their assessors that the fact of the lights not broadening ought to have informed him that the other vessel was under a port helm, while the Norden was porting to port to bring the vessels together. Had the Espoir stopped instead of starboarded when the red light came in view, the manoeuvre she afterwards unsuccessfully had recourse to of porting would, probably, have saved her from collision. Their Lordships thought it right to add that, in their judgment, the officer in command of a vessel, especially one of Her Majesty's ships, with a numerous crew, ought not to take upon himself alone the duty of looking out, as was done by Lieut. Adams in this case. A man should always be posted exclusively to discharge that function. The captain's attention should be distracted by other calls upon it, as was illustrated by the incident already referred to of the navigating officer showing the captain by the light of a lantern the course marked on the chart. On the whole case, their Lordships would humbly advise Her Majesty that the decree of the Court below be varied, and that both vessels be condemned, each party to bear his own costs in this Court and the Court below. The damages to be assessed according to the Admiralty rule in the Admiralty Registry here.

AN IRISH BREACH OF PROMISE CASE.

AMUSING ACTION BY A WIDOWER OF GO. At the King's County Assizes the other week, Mr. Thomas Macken, a widower, 60 years of age, sought to recover damages against Emeline Berry and Nicholas Berry for breach of promise of marriage by Emeline Berry, who was the breach of promise having married the co-defendant. The promise by the female defendant was admitted, but it was pleaded that she was a minor when made it, and was consequently protected by the Infants' Relief Act. The reason Mrs. Berry alleged for breaking the promise was that plaintiff had her had only two children, and that she afterwards found he had five. Some very amusing letters from the plaintiff to the young lady were read in court. In one he said: "Don't keep me in suspense, as if hanging from a tree waiting for you to unloose me or tie me tighter. (Laughter.) Dear me, you know me a great while. You have an impression on me. (Laughter.) We could be happy if you were to know all the preparations I have made for your reception. I have ordered Molloy, the harnessmaker, in Tullamore, to make a new set of harness that would shine in the new daisies (laughter)—all on your account. I intended showing you life, and after me you never will meet anyone to care for you or do so much as I intended. Dear me, don't be cowed about my family; they are not near so numerous as I report. (Laughter.) I have one more than I said first. (Laughter.) I was sorry for saying it. I did not think that would be sufficient cause of separating you and I at the eleventh hour to be made a public show of all over the world." (Laughter.)

The plaintiff wound up with some doggerel poetry, which concluded: "My dear Miss, don't say so to me, 'That was induced to do so much for thee.' (Great laughter.) In a second letter the plaintiff defendant a few verses for her personal which he was going to have printed and sung all over the country and at her own door. (Laughter.) 'I must do it,' he continued; 'my mind is so annoyed at not hearing from you and from the unexpressed offers I have made on your account. We have been talked of far and near, so now I will get our mournful tragedy sung far and near.' (Much laughter.) 'If there be anything in it you would not like to be published, let me know within a week, and I will have it changed.' The plaintiff closed this letter with the following stanza: "The better light I have you will give me, Along the path I have yet to roam, In pursuit of another sweetheart, Till I be dead, or you what you refuse."

The jury found that the female defendant was a minor when she made the promise, and that the plaintiff was not entitled to damages.

To-day's Advertisements.

THE SCOTTISH ORIENTAL STEAMSHIP COMPANY, LIMITED.

FOR SWATOW AND BANGKOK. The Company's Steamship

"TAICHOW." Captain J. A. Morris, will be despatched for the above Ports, on SUNDAY, the 2nd September, at NOON.

For Freight or Passage, apply to YUEN FAT HONG, Agents. Hongkong, 30th August, 1888. [849]

FOR SINGAPORE, PENANG AND CALCUTTA. The Steamship

"ARRATON APCAR." Captain J. G. Offitt, will be despatched for the above Ports, on WEDNESDAY, the 5th proximo, at NOON.

For Freight or Passage, apply to DAVID SASSOON & SONS & Co., Agents. Hongkong, 3rd August, 1888. [853]

NOTICE TO CONSIGNEES. FROM CALCUTTA, PENANG, AND SINGAPORE.

THE Steamship "ARRATON APCAR" Having arrived from the above Ports, Consignees of Cargo are hereby informed that their goods are being landed at their risk into the Hongkong and Kowloon Wharf and Godown Company's West Point Godowns, whence delivery may be obtained.

Cargo remaining undelivered after the 5th proximo, will be subject to rent. No Fire Insurance has been effected.

Consignees are hereby informed, that all claims must be made immediately, as none will be entertained after the 4th proximo.

Bills of Lading will be countersigned by DAVID SASSOON & SONS & Co., Agents. Hongkong, 30th August, 1888. [850]

RESIDENTS in the Colony would materially aid the Senate of the College by forwarding to the ALICE MEMORIAL HOSPITAL, (1) GLASS JARS (for Museum purposes); (2) ILLUSTRATED PAPERS and BOOKS; (3) Students' Reading Room and Library; Address: JAMES CANTLIE, Librarian, Secy. to the College, Hongkong, 7th August, 1888. [773]

Advertisements.

FOR SHANGHAI.

THE Steamship "YANGTZE." Captain C. Tinningsen, will be despatched for the above Port, TO-MORROW, the 31st inst., at 4 P.M.

For Freight or Passage, apply to SIEMSEN & Co., Hongkong, 30th August, 1888. [851]

AUSTRO-HUNGARIAN LLOYD'S STEAM NAVIGATION COMPANY.

TEAM FOR SINGAPORE, PENANG, COLOMBO, BOMBAY, ADEN, SUEZ, PORT SAID, BRINDISI, AND TRIESTE.

Taking Cargo at through rates to CALCUTTA, MADRAS, PERSIAN GULF, RED SEA, BLACK SEA, LEVANT, and ADRIATIC PORTS.

THE Company's Steamship "POSEIDON." Captain S. Mersa, will be despatched as above on TUESDAY, the 11th of September, at NOON.

For further Particulars regarding Freight and Passage, apply to the Agency of the Company, Praya Central.

O. BACHRACH, Agent. Hongkong, 30th August, 1888. [851]

HONGKONG AND SHANGHAI BANKING CORPORATION.

OLD or BROKEN NOTES will be EXCHANGED for new ones on application at the Offices of the Corporation.

For the HONGKONG AND SHANGHAI BANKING CORPORATION. T. JACKSON, Chief Manager. Hongkong, 29th August, 1888. [845]

CHINA MERCHANTS' STEAM NAVIGATION COMPANY'S DEBENTURE LOAN OF 1886.

4th DRAWING.

NOTICE is hereby given that in conformity with the Stipulations contained in the BONDS of this LOAN, the following Numbers of Bonds to be paid off at the Offices of the HONGKONG & SHANGHAI BANKING CORPORATION on the 1st September, 1888, when the Interest thereon will cease to be payable, were this day drawn at the Office of the said Corporation in Hongkong, in the presence of WILLIAM HENRY GASKELL, Acting Chief Accountant of the said Corporation.

NUMBERS OF BONDS DRAWN.

170 BONDS NOS.

18 22 37 58 81 96 109

140 148 169 190 205 234 239

270 273 290 309 333 359 363

379 400 424 444 457 471 487

520 533 554 561 585 610 621

640 659 676 701 708 723 744

753 785 791 817 820 857 879

882 904 920 1062 1086 1102 1117

1024 1128 1186 1193 1208 1235 1253

1262 1282 1311 1315 1343 1359 1383

1394 1414 1432 1447 1464 1484 1490

1497 1501 1515 1532 1562 1579 1588

1607 1611 1620 1644 1666 1690 1706

1714 1733 1749 1763 1798 1814 1820

1852 1869 1872 1894 1910 1940 1944

1970 1995 2013 2035 2051 2069 2099

2093 2119 2138 2148 2172 2185 2194

2120 2236 2293 2299 2293 2317 2331

2339 2360 2391 2400 2427 2437 2447

2472 2495 2508 2520 2548 2573 2588

2596 2610 2633 2651 2676 2685 2700

2730 2741 2767 2785 2798 2805 2825

2841 2865 2886 2894 2914 2933 2953

2976 2995

For £100 EACH = £17,000.

For the HONGKONG & SHANGHAI BANKING CORPORATION, W. H. GASKELL, Acting Chief Accountant. Hongkong, 13th July, 1888. [846]

NOTICE. ROSE & Co. beg to inform the Community of Hongkong that in order to facilitate their STOCK-TAKING the DOOR of their STORE will be CLOSED from SATURDAY, the 1st September to a few days after.

Due notice will be given when re-opening again. Important and Special Orders can be sent in by the dwelling house entrance, next door to Messrs. Wotton & Deacon, Solicitors.

Hongkong, 29th August, 1888. [847]

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS. THE DIVIDEND of 3% or \$1.75 per Share for the six months ended 30th June, 1888, declared at To-day's Ordinary Half-yearly Meeting, will be payable at the Premises of the HONGKONG AND SHANGHAI BANKING CORPORATION on and after TUESDAY, the 28th inst., and Shareholders are requested to apply for Warrants at the Company's Office No. 14, Praya Central, Hongkong.

By Order of the Board of Directors, D. GILLIES, Secretary. Hongkong, 27th August, 1888. [837]

HONGKONG AND SHANGHAI BANKING CORPORATION.

THE DIVIDEND declared for the half-year ending 30th June last at the rate of £1.10 One Pound and Ten Shillings Sterling per Share of £125 is Payable at the Office of the Corporation, where Shareholders are requested to apply for warrants.

By Order of the Court of Directors, T. JACKSON, Chief Manager. Hongkong, 25th August, 1888. [831]

COLLEGE OF MEDICINE FOR CHINESE.

RESIDENTS in the Colony would materially aid the Senate of the College by forwarding to the ALICE MEMORIAL HOSPITAL, (1) GLASS JARS (for Museum purposes); (2) ILLUSTRATED PAPERS and BOOKS; (3) Students' Reading Room and Library; Address: JAMES CANTLIE, Librarian, Secy. to the College, Hongkong, 7th August, 1888. [773]

Intimations.

FOR HIRE.

THE Fast Steam Launch "ELK" is always kept under steam off Pedder's Wharf and is at the service of the public for proceeding to and from Steamers, Picnic and Bathing Parties, etc. For particulars, apply to CRUICKSHANK & Co., Ltd. Hongkong, 17th August, 1888. [801]

THE CHINA AND JAPAN TELEPHONE COMPANY, LIMITED.

13, PRAYA CENTRAL, HONGKONG.

LIST of Subscribers to the TELEPHONE EXCHANGE.

1. "Hongkong Telegraph" Office.

2. Manson, Dr. P., M.D., Cantile, Dr. J.

3. Manson, Dr. P., M.D., (Peak).

4. Yuen, J. Y.

5. Cantile, Dr. J.

6. Poesnecker, L.

7. Arnold, Karberg & Co.

8. Hongkong and Shanghai Bank.

9. Chater and Vernon.

10. Judd, Wm., (Woodlands).

11. "Daily Press."

12. Russell & Co.

13. E. A. and China Telegraph Co., Ltd.

14. Great Northern Telegraph Co.

15. Central Police Station.

16. Watson, A. S., & Co., Ltd.

17. Douglas Lapsley & Co.

18. Yuttenberg and Swire.

19. R. & O. Steam Navigation Co.

20. Hongkong and Whampoa Dock Co., Ltd.

21. Cruickshank, Wm., Pedder's Street.

22. "China Mail."

23. Jordan, Dr. G. P.

24. Hongkong and China Gas Co., Ltd.

25. Aberdeen Dock.

26. Alice Memorial Hospital.

27. Holliday, Wise & Co.

28. McEwen, A. P.

29. Peak Hotel.

30. Gibb, Livingston & Co.

31. The Hongkong Hotel, Public Telephone.

32. Victoria Dispensary.

33. Cruickshank, Wm.

34. Ah Yon & Co., 80, Praya Central.

35. Just, H. Z.

36. Linstead & Davis.

37. Foster, F. T. P.

38. The Borneo Co., Ltd.

39. Adamson, Bell & Co.

40. Dodwell, F.

41. Jordan, Dr. G. P., Pedder's Street.

42. Government House.

43. Hughes & Co.

44. Bellis & Co.

45. Bellis, E. R., Caine Road.

46. Do, Victoria Peak.

47. Carlwits & Co.

48. The Imports and Exports Office.

49. Morris & Ray.

50. Layton, B.

51. Judd, Wm.

52. Webber, J. F.

53. Dowson, H.

54. Victoria Hotel, Public Telephone.

55. Sankey, Captain A., R. A. and Pape, C1

56. Soy Sing.

Subscription to Exchange \$80 per Annum.

HAROLD DOWSON, Agent, Hongkong. [850]

FOR SALE. WHOLESALE AND RETAIL. WATERBURY WATCHES. THE Handiest, Cheapest, and Best Timekeepers Invented. \$3. PRICE THREE DOLLARS EACH. \$3. Repairs never exceed 50 cents for each Watch. THE MITSUBI BUSSAN KAISHA, (Sole Agents in Japan and China for the Sale of the above Watches), 10, QUEEN'S ROAD CENTRAL, Opposite Marine House. Hongkong, 20th August, 1888. [813]

BOWINGTON FOUNDRY, EAST POINT, HONGKONG. A. G. GORDON & Co. A. G. GORDON & Co. are prepared to undertake every description of ENGINEERING and SHIP-BUILDING WORK, both afloat and ashore, on most reasonable terms. PUNCTUALITY AND FIRST CLASS WORKMANSHIP GUARANTEED. ESTIMATES FURNISHED FOR THE CONSTRUCTION OF STEAM LAUNCHES, REPAIRS TO THE ENGINES AND BOILERS OF STEAMERS, CASTINGS, &c., &c., &c. Hongkong, 1st January, 1888. [64]

MITSUBI BUSSAN KAISHA. SOLE AGENTS FOR THE MIKE COAL MINE. BUNKER COALS can be supplied to any Steamer lying in the harbour or coming alongside the KOWLOON WHARF on application to the Undersigned. Y. FUKUHARA, Acting Manager. Hongkong, 19th January, 1888. [105]

J. & R. TENNENT'S ALE and PORTER. DAVID CORSAIR & SONS' MERCHANT NAVY BOILED LONG FLAX CROWN. ARNOLD, KARBERG & Co. Hongkong, 15th June, 1887. [630]

HONGKONG TIMBER YARD, WANCHAI. OREGON PINE SPARS and LUMBER Always on Hand. L. MALLORY, Proprietor. Hongkong, 24th June, 1881. [636]

NOW READY. THE PRAYA RECLAMATION SCHEME. A FULL ACCOUNT of the proceedings in connection with this gigantic undertaking, reprinted from the Hongkong Telegraph. With plan of the city of Victoria, showing the intended Reclamation. PRICE ONE DOLLAR. To be obtained at Messrs. KELLY & WALSH, Ltd.; Messrs. LANE, CRAWFORD & Co.; and Mr. W. BREWER'S, Hongkong, 12th July, 1888.

Intimations.

CHINA TRADERS' INSURANCE COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS. THE TWENTY SECOND ORDINARY MEETING of SHAREHOLDERS in the above Company will be held at the Head Office, Victoria, HONGKONG, on MONDAY, the 3rd proximo, at 4 O'CLOCK P.M., for the purpose of presenting the Report of the Directors and Statement of Accounts to 30th April last, and of declaring dividends. The TRANSFER BOOKS of the Company will be CLOSED from the 21st instant to the 3rd proximo, both days inclusive. By Order, A. S. GARFIT, Acting Secretary. Hongkong, 10th August, 1888. [781]

THE HONGKONG AND KOWLOON WHARF AND GODOWN COMPANY, LIMITED.

NOTICE is hereby given that all Vessels discharging Bombay Cotton and Cotton Yarn at the Kowloon Wharves will have free storage for 14 days from arrival, after which a RENT of 3 Cents per Bale per Month will be charged.

ISAAC HUGHES, Secretary. Hongkong,

